



## Contract

Contract No: GEMC-511687751303081

Generated Date: 05-Aug-2021

Bid/RA/PR No: [GEM/2021/B/1288865](#)

Organisation Details		Buyer Details	
Type:	Statutory bodies	Designation:	Section Officer SNP
Ministry:	Ministry of Human Resource Development	Contact No.:	03712-273114-3114
Department:	Department of Higher Education	Email ID:	buycon36.tu.as@gembuyer.in
Organisation Name:	Tezpur University	GSTIN:	18AAAJT2654F1Z1
Office Zone:	Tezpur	Address:	Post Office - Napaam, SONITPUR, ASSAM-784028, India

Financial Approval Detail		Paying Authority Details	
IFD Concurrence:	No	Payment Mode:	Offline
Designation of Administrative Approval:	Deputy Registrar (Finance)	Designation:	Deputy Registrar Finance1
Designation of Financial Approval:	Finance Officer	Email ID:	pay1.tezuv.assam@gembuyer.in
		GSTIN:	18AAAJT2654F1Z1
		Address:	Post Office - Napaam, SONITPUR, ASSAM-784028, India

Seller Details	
GeM Seller ID:	145A180000091343
Company Name:	BMG INFORMATICS PRIVATE LIMITED
Contact No.:	03612340136
Email ID:	marketing@bmginformatics.co.in
Address:	1st Floor,Disha Enclave, Wills Lifestyle Annex Building,Arunoday Path,Christian Basti, Guwahati, Assam-781005, -
MSME verified:	Yes
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	18AADCB2203Q3ZL

\*GST / Tax invoice to be raised in the name of - Buyer

Product Details							
#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name</b> : 10GBase-LR SFP+ LC Single Mode Transceiver - Warranty 3 Years <b>Brand</b> : TP LINK <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	TXM431-LR	8517	2	NOS	12,946.5
2	<b>Product Name</b> : PVC Cassing Caping - ISI Marked, Mtr. <b>Brand</b> : ISI MARKED <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ		3917	2,200	NOS	85,448
3	<b>Product Name</b> : Access Points - Warranty 3 Years <b>Brand</b> : TP LINK <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	EAP 225	8517	50	NOS	287,700
4	<b>Product Name</b> : Single Mode 6 Core OFC in Mtr. <b>Brand</b> : Digisol <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	DGF-CAS2OUSH-06	9001	2,000	NOS	71,920
5	<b>Product Name</b> : RJ 45 Crimping <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ		9987	150	NOS	2,602.5
6	<b>Product Name</b> : 1GBase-LX SFP LC Single Mdde Transceiver - Warranty 3 Years <b>Brand</b> : TP LINK <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM	BOQ	TL-SM311LS	8517	4	NOS	6,904.8

	<b>Selling As</b> : Reseller not verified by OEM						
7	<b>Product Name</b> : HDPE Pipe- ISI Marked, Mtr. <b>Brand</b> : ISI MARKED <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ		3917	1,900	NOS	95,665
8	<b>Product Name</b> : Wireless Controller - Warranty 3 Years <b>Brand</b> : TP LINK <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	Omada OC300	8517	1	NOS	16,542.75
9	<b>Product Name</b> : Single Mode Pigtail-1 Mtr <b>Brand</b> : Digisol <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	DGF-TS2SLCP-2L	8544	40	NOS	8,055.6
10	<b>Product Name</b> : OFC Splicing <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ		9987	70	NOS	24,284.4
11	<b>Product Name</b> : 1 KVA UPS Warranty 3 Years on UPS & 2 Years on batteries. <b>Brand</b> : DS Systems <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	AVIOR Series	8504	6	NOS	38,839.5
12	<b>Product Name</b> : Access Point Fixing <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ		9987	50	NOS	8,673
13	<b>Product Name</b> : 24 Port PoE+ Switches - Warranty 3 Years <b>Brand</b> : TP LINK <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	TL-SG3428XMP	8517	2	NOS	70,486.5
14	<b>Product Name</b> : RJ 45 Crimper <b>Brand</b> : Digisol <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ		8544	150	NOS	1,294.5
15	<b>Product Name</b> : Installation and Configuration- Lumpsum <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ		9987	1	NOS	96,760
16	<b>Product Name</b> : NAS Storage - Warranty 3 Years <b>Brand</b> : LENOVO <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	ThinkSystem SR 550	8471	1	NOS	567,000
17	<b>Product Name</b> : Rack Fixing <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ		9987	6	NOS	10,407.6
18	<b>Product Name</b> : 8 Port PoE+ Switch - Warranty 3 Years <b>Brand</b> : TP LINK <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	TL-SG2210MP	8517	4	NOS	43,730.4
19	<b>Product Name</b> : 6 Port OFC LIU Fully Loaded with LC- LC Adapter <b>Brand</b> : Digisol <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	DGF-LXXXUXX-2D and DGF-ASMDLC-P	8536	6	NOS	23,735.28
20	<b>Product Name</b> : 30 KVA Online UPS - 1 hr.backup - Warranty 1 Year on UPS & 2 Years on batteries. <b>Brand</b> : ORION <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	ASTRA Series	8504	1	NOS	838,789.35
21	<b>Product Name</b> : UTP Cable Laying with casing caping- Mtr <b>Brand Type</b> : Unbranded	BOQ		9987	3,965	NOS	139,369.75

	<b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM						
22	<b>Product Name</b> : IP CCTV Indoor Dome Camera <b>Brand</b> : Hikvision <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	DS-2CD2143G0-IU	8525	4	NOS	37,775
23	<b>Product Name</b> : Single Model LC-LC Patch Cord. <b>Brand</b> : Digisol <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	DGF-TS2SLCP-2L	8544	20	NOS	23,735.2
24	<b>Product Name</b> : Cat 6 UTP Cable Box <b>Brand</b> : Digisol <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	DGC-SC6U4F-3GB	8544	13	NOS	107,527.94
25	<b>Product Name</b> : OFC Laying and Digging with HDPE <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ		9987	1,900	NOS	334,400
Total Order Value (in INR)							<b>2,954,593.57</b>

### Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: buycon36.tu.as@gembuyer.in Contact: 03712-273114-3114 GSTIN: 18AAAJT2654F1Z1 Address: Post Office - Napaam, SONITPUR, ASSAM-784028, India	Access Points - Warranty 3 Years	-	50	05-Aug-2021	20-Aug-2021
		Wireless Controller - Warranty 3 Years	-	1	05-Aug-2021	20-Aug-2021
		24 Port PoE+ Switches - Warranty 3 Years	-	2	05-Aug-2021	20-Aug-2021
		8 Port PoE+ Switch - Warranty 3 Years	-	4	05-Aug-2021	20-Aug-2021
		IP CCTV Indoor Dome Camera	-	4	05-Aug-2021	20-Aug-2021
		10GBase-LR SFP+ LC Single Mode Transceiver - Warranty 3 Years	-	2	05-Aug-2021	20-Aug-2021
		1GBase-LX SFP LC Single Mode Transceiver - Warranty 3 Years	-	4	05-Aug-2021	20-Aug-2021
		1 KVA UPS Warranty 3 Years on UPS & 2 Years on batteries.	-	6	05-Aug-2021	20-Aug-2021
		NAS Storage - Warranty 3 Years	-	1	05-Aug-2021	20-Aug-2021
		30 KVA Online UPS - 1 hr.backup - Warranty 1 Year on UPS & 2 Years on batteries.	-	1	05-Aug-2021	20-Aug-2021
		Cat 6 UTP Cable Box	-	13	05-Aug-2021	20-Aug-2021
		Single Mode 6 Core OFC in Mtr.	-	2,000	05-Aug-2021	20-Aug-2021
		Single Mode Pigtail-1 Mtr	-	40	05-Aug-2021	20-Aug-2021
		RJ 45 Crimper	-	150	05-Aug-2021	20-Aug-2021
		6 Port OFC LIU Fully Loaded with LC- LC Adapter	-	6	05-Aug-2021	20-Aug-2021
		Single Model LC-LC Patch Cord.	-	20	05-Aug-2021	20-Aug-2021
		PVC Casing Caping - ISI Marked, Mtr.	-	2,200	05-Aug-2021	20-Aug-2021
		HDPE Pipe- ISI Marked, Mtr.	-	1,900	05-Aug-2021	20-Aug-2021
		Access Point Fixing	-	50	05-Aug-2021	20-Aug-2021
		Rack Fixing	-	6	05-Aug-2021	20-Aug-2021
UTP Cable Laying with casing caping- Mtr	-	3,965	05-Aug-2021	20-Aug-2021		
OFC Laying and Digging with HDPE	-	1,900	05-Aug-2021	20-Aug-2021		
RJ 45 Crimping	-	150	05-Aug-2021	20-Aug-2021		
OFC Splicing	-	70	05-Aug-2021	20-Aug-2021		
Installation and Configuration- Lumpsum	-	1	05-Aug-2021	20-Aug-2021		

**Specification 1**

[Specification Document](#)

[Buyer BOQ Document](#)

[Seller BOQ Document](#)

**Note:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

## Corrigendum

1. Extended Upto : 2021-07-05 09:00:00
2. GeM-Bidding-Corr-2424427-3.pdf [click here](#)
3. GeM-Bidding-Corr-2424427-4.pdf [click here](#)

## Terms and Conditions

### 1. General Terms and Conditions-

1.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

1.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

### 2. Additional Terms and conditions-

2.1 Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

2.2 Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2.3 Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.4 Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum

if any.

**2.5 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.**

**2.6 For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:**

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

**2.7 Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.**

**2.8 Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Registrar, Tezpur University payable at Tezpur. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.**

**2.9 Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Registrar, Tezpur University A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.**

**2.10 The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.**

**Applicable Concessional rate of GST :5%**

**Notification No.and date :47/2017 Integrated Tax (RATE) dated 14/11/2017**

**2.11 Buyer Added text based ATC clauses**

- 1. Clause no.8 of Bidder's Eligibility Criteria stands amended as: If the address mentioned in the GST registration certificate is of Assam then it would also be considered as proof of registered office in Assam.**
- 2. Clause no-11 of Bidder's Eligibility Criteria stands amended as: Exemptions to MSME for years of Experience & Past Experience.**

**Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.**